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Attached contracts are not in electronic format and are not "source" documents.

August 18, 2008

Ms. Reneé Jenkins
Secretary, Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215-3793

RE: Case No. 08-1017-TP-CTR
Buckeye Telesystem, Inc.
Approval of 16 Contracts

Dear Ms. Jenkins:

Please find attached an electronic copy of a completed Telecommunications Application Form and 16 contracts between Buckeye TeleSystem, Inc. and 16 End Use Business Customers. Pursuant to the Commission's policy, we have redacted the name, address and any other information which might identify the customers. These contracts are for switched services. Also enclosed is an affidavit of Thomas K. Dawson.

If you have any questions, please feel free to call me. Thank you in advance for your cooperation.

Sincerely yours,

/s/

Stephen M. Howard
Attorneys for Buckeye Telesystem, Inc.

SMH/jab
Enclosures
cc: Thomas K. Dawson

The Public Utilities Commission of Ohio

TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS

(Effective: 09/19/2007)

(Pursuant to Case No. 06-1345-TP-ORD)

In the Matter of the Application of Buckeye TeleSystem, Inc.)
to approve certain contracts)
)
)

TRF Docket No. 90- 9037 – TP-TRF

Case No. 08 - 1017 -**TP** - CTR

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) Buckeye TeleSystem, Inc.
DBA(s) of Registrant(s) Buckeye TeleSystem
Address of Registrant(s) 5555 Airport Highway, Suite 110 Toledo, Ohio 43615
Company Web Address www.buckeyetelesystem.com
Regulatory Contact Person(s) Thomas K. Dawson Phone 419-724-9802 Fax 419-724-7074
Regulatory Contact Person's Email Address tdawson@buckeye-telesystem.com
Contact Person for Annual Report Thomas K. Dawson Phone 419-724-9802
Address (if different from above)
Consumer Contact Information Lauri Christy Phone 419-724-3866
Address (if different from above) 4818 Angola Road Toledo, Ohio 43615
Motion for protective order included with filing? ☐ Yes ☒ No
Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. ***CMRS providers: Please see the bottom of Section II.***

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type ☐ Other (explain below)	☐ ILEC	☒ CLEC	☐ CTS	☐ AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	☐ TRF *1-6-04(B)* (0 day Notice)	☐ TRF *1-6-04(B)* (0 day Notice)		
New Service, expanded local calling area,	☐ ZTA *1-6-04(B)* (0 day Notice)	☐ ZTA *1-6-04(B)* (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	☐ ATA *1-6-04(B)* (Auto 30 days)	☐ ATA *1-6-04(B)* (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	☐ ATA *1-6-04(B)* (Auto 30 days)	☐ ATA *1-6-04(B)* (Auto 30 days)		
Business Contract	☐ CTR *1-6-17* (0 day Notice)	☒ CTR *1-6-17* (0 day Notice)		
Withdrawal	☐ ATW *1-6-12(A)* (Non-Auto)	☐ ATW *1-6-12(A)* (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	☐ SLF *1-6-04(B)* (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	☐ TRF *1-6-05(E)* (0 day Notice)	☐ TRF *1-6-05(E)* (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	☐ TRF *1-6-05(C)* (0 day Notice)	☐ TRF *1-6-05(C)* (0 day Notice)	☐ TRF *1-6-05(C)* (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	☐ TRF *1-6-05(E)* (0 day Notice)	☐ TRF *1-6-05(E)* (0 day Notice)	☐ TRF *1-6-05(E)* (0 day Notice)	
Residential - Tier 2 Service Contracts	☐ CTR *1-6-17* (0 day Notice)	☐ CTR *1-6-17* (0 day Notice)	☐ CTR *1-6-17* (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services *(see "Other" below)*	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services *(see "Other" below)*	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification **(See Supplemental ACE form)**		☐ ACE *1-6-10* (Auto 30 days)	☐ ACE *1-6-10* (Auto 30 days)	☐ ACE *1-6-10* (Auto 30 days)
Add Exchanges to Certificate	☐ ATA *1-6-09(C)* (Auto 30 days)	☐ AAC *1-6-10(F)* (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	☐ ABN *1-6-11(A)* (Non-Auto)	☐ ABN *1-6-11(A)* (Auto 90 day)	☐ ABN *1-6-11(B)* (Auto 14 day)	☐ ABN *1-6-11(B)* (Auto 14 day)
Abandon all Services - Without Customers		☐ ABN *1-6-11(A)* (Auto 30 days)	☐ ABN *1-6-11(B)* (Auto 14 day)	☐ ABN *1-6-11(B)* (Auto 14 day)
Change of Official Name	☐ ACN *1-6-14(B)* (Auto 30 days)	☐ ACN *1-6-14(B)* (Auto 30 days)	☐ CIO *1-6-14(A)* (0 day Notice)	☐ CIO *1-6-14(A)* (0 day Notice)
Change in Ownership	☐ ACO *1-6-14(B)* (Auto 30 days)	☐ ACO *1-6-14(B)* (Auto 30 days)	☐ CIO *1-6-14(A)* (0 day Notice)	☐ CIO *1-6-14(A)* (0 day Notice) (
Merger	☐ AMT *1-6-14(B)* (Auto 30 days)	☐ AMT *1-6-14(B)* (Auto 30 days)	☐ CIO *1-6-14(A)* (0 day Notice)	☐ CIO *1-6-14(A)* (0 day Notice)
Transfer a Certificate	☐ ATC *1-6-14(B)* (Auto 30 days)	☐ ATC *1-6-14(B)* (Auto 30 days)	☐ CIO *1-6-14(A)* (0 day Notice)	☐ CIO *1-6-14(A)* (0 day Notice)
Transaction for transfer or lease of property, plant or business	☐ ATR *1-6-14(B)* (Auto 30 days)	☐ ATR *1-6-14(B)* (Auto 30 days)	☐ CIO *1-6-14(A)* (0 day Notice)	☐ CIO *1-6-14(A)* (0 day Notice)
Procedural				
Designation of Process Agent(s)	☐ TRF (0 day Notice)	☐ TRF (0 day Notice)	☐ TRF (0 day Notice)	☐ TRF (0 day Notice)

All Section I applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s).

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section II – Carrier to Carrier (Pursuant to 95-845-TP-COI), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	☐ NAG (Auto 90 day)	☐ NAG (Auto 90 day)		
Request for Arbitration	☐ ARB (Non-Auto)	☐ ARB (Non-Auto)		
Introduce or change c-t-c service tariffs,		☐ ATA (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	☐ ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier supension or modifiction	☐ UNC (Non-Auto)	☐ UNC (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	☐ UNC (Non-Auto)	☐ UNC (Non-Auto)		
CMRS Providers See 4901:1-6-15	☐ RCC [Registration & Change in Operations] (0 day)		☐ NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* *(explain)* _____				

**NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.*

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Buckeye TeleSystem, Inc. (Name), and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 8-14-08 at (Location) Toledo, Ohio

*Signature and Title Thomas K. Dawson (Date) 8-14-08
Vice President

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Thomas K. Dawson verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) Thomas K. Dawson Vice President (Date) 8-14-08

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

AFFIDAVIT

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

I, Thomas K. Dawson, Vice President of Buckeye TeleSystem, Inc. being first duly sworn, state under oath that the total price of each contract submitted in this filing exceeds the total cost of regulated services under this same contract or contracts in this filing.

Thomas K. Dawson
Vice President

Sworn and subscribed before me in my presence this 15th day of August 2008.

PENNY KAY PERRINE
Notary Public, State of Ohio
My Commission Expires 05-23-2012

Notary Public

My Commission expires 05/23/12.

BUCKEYE TeleSystem

Retail Master Service Agreement

Date _____

Bill Name _____

Sec Bill Name _____

Bill Address _____

Flr/Room _____

City/State _____

Zip _____

Billing Contact _____

Contact Tel # _____

Sales Rep _____

Tax Exempt: No

Schedule	Attached	Term
Switched Local Services	X	36 Months
National/Long Distance Services	X	36 MONTHS
Facility Transport and Lease Space Services		
Internet Access Services	X	36 Months

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and the attached Service Schedule(s). Faclamile/Scanned signatures and initials shall be sufficient to bind parties to the agreement and schedules.

Authorized Customer Representative

Title

Date

Date

The information contained herein is confidential and proprietary and should not be disclosed.

Buckeye TeleSystem, Inc.
Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

Definitions: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Authorized	Service is to be solely consumed by the commercial business (end user) and is not for resale.
Dedicated	Long Distance Service provided via a Special Access Circuit.
Demarcation	Point at which the service provider network ends and connects with the wiring/distribution at the customer premise
FX	Foreign Exchange is a number foreign to a central office and is not provided E-911 service..
Line	Commercial Business Line or Digital/Basic Rate Interface Line level service
Master Service Agreement	Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization, Emergency Contacts, and Telephone Number Directory Information.
Monthly Recurring Charges	Monthly Charge for Service
MTSS	Minimum Telephone Service Standards as defined by State Regulatory Commissions
Non-Recurring Charges	One-Time Charge for Service
POP	Point-of-Presence for Interexchange Carrier Services
Schedule(s)	Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and additional Terms and Conditions of the Agreement.
Service(s)	Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN Extension.
Service Equipment	Any company provided equipment for the purpose of providing service.
Service Order	Physical document that describes the services purchased and to be billed to customer.
SPAM	Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
SPIT	Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
Special Access	Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.
Station	Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service
Switched	Long Distance Service provided in conjunction with Local Voice Service
Switch-less	Long Distance Service provided without Local Voice Service
Trunk	Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. **The Term begins immediately upon the service installation date, which shall also be the billing date.**

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

(A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus

(C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus

(D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

Demarcations: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

Transfer and Assignments: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

Default: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.

BUCKEYE TeleSystem

Switched Local Service Schedule

Custom
Svc Addres
Floc
City/Stat
Zi
Build Required'r

Customer Contact
Contact Tel

Contract Type Renewal
Term of Agreement 36 Months

Acceptance of Term _ _(initial)

Service	Qty	MRC	Total	NRC
Essential Line	8	$ 21.95	$ 175.60	Waived
FX Charge	1	$ 5.00	$ 5.00	Waived
Analog DID Trunk	1	$ 43.00	$ 43.00	Waived
DID # Group of 20	1	$ 2.25	$ 2.25	Waived
Monthly Total			$ 225.85	Waived
Renewal Incentive Offer - One Time Credit	3	$ (218.60)	$ (655.80)	

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local

Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS. This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.

BUCKEYE TeleSystem

National/Long Distance Service Schedule

Customer
Svc Address
Flr
City/State
Zip

Customer Contact
Contact Tel

Contract Type New
Term of Agreement 36 Months

Monthly Commitment	$0.00
Non Reoccurring Charges	$0.00

Month-to-Month			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.06	$0.06	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.06	$0.06		US Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

12 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.049	$0.049	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.049	$0.049		US Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

24 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.440	$0.440	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.440	$0.440		US Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

36 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.029	$0.029	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.035	$0.035		US Virgin Islands	$0.11
Canada 8XX	$0.13	$0.13		Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

Calling Cards					
From: / To:	Continental US	AK & HI	PR & USVI	Guam	N Mariana IS.
Continental US	$0.123	$0.423	$0.178	$0.328	$0.365
AK & HI	$0.490	$0.625	$0.625	$0.487	$0.524
Canada	$0.294	$1.170	$0.412	$0.362	$0.399
PR & USVI	$0.211	$0.575	$0.679	$0.377	$0.414

Service: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duration of each call is rated in 6 second increments. Inbound Toll Free Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-Shore and International rate will vary depending on destination/country called. Calling card rates are based upon origination and
Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-9898.

BUCKEYE TeleSystem

Retail Master Service Agreement

Date _____

Bill Nar _____

Sec Bill Name _____

Bill Addre _____

Flr/Room _____

City/State _____

Zip _____

Billing Contact _____

Contact Tel # _____

Sales Rep _____

Tax Exempt: No

Schedule	Attached	Term
Switched Local Services	X	12 Months
National/Long Distance Services	X	12 Months
Facility Transport and Lease Space Services		
Internet Access Services		

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at www.buckeyo-telesystem.com and the attached Service Schedule(s). Facsimile/Scanned signatures and initials shall be sufficient to bind parties to the agreement and schedules.

Authorized Customer Rep _____

Title _____

Date _____

Date _____

The information contained herein is confidential and proprietary and should not be disclosed.

Buckeye TeleSystem, Inc.
Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

Definitions: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Authorized	Service is to be solely consumed by the commercial business (end user) and is not for resale.
Dedicated	Long Distance Service provided via a Special Access Circuit.
Demarcation	Point at which the service provider network ends and connects with the wiring/distribution at the customer premise
FX	Foreign Exchange is a number foreign to a central office and is not provided E-911 service..
Line	Commercial Business Line or Digital/Basic Rate Interface Line level service
Master Service Agreement	Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization, Emergency Contacts, and Telephone Number Directory Information.
Monthly Recurring Charges	Monthly Charge for Service
MTSS	Minimum Telephone Service Standards as defined by State Regulatory Commissions
Non-Recurring Charges	One-Time Charge for Service
POP	Point-of-Presence for Interexchange Carrier Services
Schedule(s)	Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and additional Terms and Conditions of the Agreement.
Service(s)	Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN Extension.
Service Equipment	Any company provided equipment for the purpose of providing service.
Service Order	Physical document that describes the services purchased and to be billed to customer.
SPAM	Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
SPIT	Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
Special Access	Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.
Station	Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service
Switched	Long Distance Service provided in conjunction with Local Voice Service
Switch-less	Long Distance Service provided without Local Voice Service
Trunk	Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. **The Term begins immediately upon the service installation date, which shall also be the billing date.**

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

(A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus

(C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus

(D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

Demarcations: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

Transfer and Assignments: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

Default: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.

Switched Local Service Schedule

Custom
Svc Addres
Floor
City/Sta
Zip
Build Required?

Customer Contar
Contact Tel

Contract Type New
Term of Agreement 12 Months

Acceptance of Term ___ ual)

Service	Qty	MRC	Total	NRC
Essential Line	2	$ 26.95	$ 53.90	Waived
Voice Mail	1	$ 4.75	$ 4.75	Waived
Monthly Total			$ 58.65	Waived

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local

Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the Initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS. This paragraph is not a warranty.

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By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.

BUCKEYE TeleSystem

National/Long Distance Service Schedule

Customer _____
Svc Address _____
Floor _____
City/State _____
Zip _____

Contract Type _____
Term of Agreement _____

Customer Contact _____
Contact Tel # _____

Monthly Commitment	$0.00
Non Reoccurring Charges	$0.00

Month-to-Month			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.06	$0.06	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.06	$0.06		Us Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

12 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.049	$0.049	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.049	$0.049		US Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

24 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.440	$0.440	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.440	$0.440		US Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

36 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.029	$0.029	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.035	$0.035		US Virgin Islands	$0.11
Canada 8XX	$0.13	$0.13		Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	$0.123	$0.423	$0.179	$0.328	$0.365
AK & HI	$0.480	$0.625	$0.625	$0.487	$0.524
Canada	$0.294	$1.170	$0.412	$0.362	$0.399
PR & USVI	$0.211	$0.575	$0.679	$0.377	$0.414

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BUCKEYE TeleSystem

Retail Master Service Agreement

Date

Bill Name

Sec Bill Name

Bill Address

Flr/Room

City/State

Zip

Billing Contact

Contact Tel #

Sales Rep

Tax Exempt: Yes

Schedule	Attached	Term
Switched Local Services	X	36 Months
National/Long Distance Services	X	36 Months
Facility Transport and Lease Space Services		
Internet Access Services	X	36 Months

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and the attached Service Schedule(s).
Facsimile/Scanned signatures and initials shall be sufficient to bind parties to the agreement and schedules.

Date

The information contained herein is confidential and proprietary and should not be disclosed.

Buckeye TeleSystem, Inc.
Retail Master Terms and Conditions

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Demarcation	Point at which the service provider network ends and connects with the wiring/distribution at the customer premise
FX	Foreign Exchange is a number foreign to a central office and is not provided E-911 service..
Line	Commercial Business Line or Digital/Basic Rate Interface Line level service
Master Service Agreement	Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization, Emergency Contacts, and Telephone Number Directory Information.
Monthly Recurring Charges	Monthly Charge for Service
MTSS	Minimum Telephone Service Standards as defined by State Regulatory Commissions
Non-Recurring Charges	One-Time Charge for Service
POP	Point-of-Presence for Interexchange Carrier Services
Schedule(s)	Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and additional Terms and Conditions of the Agreement.
Service(s)	Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN Extension.
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Switched	Long Distance Service provided in conjunction with Local Voice Service
Switch-less	Long Distance Service provided without Local Voice Service
Trunk	Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. **The Term begins immediately upon the service installation date, which shall also be the billing date.**

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

(A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus

(C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus

(D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

Demarcations: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

Transfer and Assignments: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

Default: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.

TeleSystem

Switched Local Service Schedule

Custom
Svc Addres
F
City/S
ZIP
Build Required?

Customer Contact
Contact Tel

Contract Type Renewal Coax to Fiber
Term of Agreement 36 Months

Acceptance of Term I)

Service	Qty	MRC	Total	NRC
Non Profit Business Line*	5	$ 13.75	$ 68.75	Waived
			$ -	
*Business Line includes Unlimited Local Calling				
Monthly Total			$ 68.75	Waived

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local exchange.

Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS. This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO EMERGENCY 911 SERVICE.

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.

TeleSystem

National/Long Distance Service Schedule

Custome.
Svc Address
Floor
City/Stat.
Zip 4

Contract Type Renewal Coax to Fiber
Term of Agreement 36 Months

Customer Contact
Contact Tel #

Monthly Commitment	$0.00
Non Reoccurring Charges	$0.00

Month-to-Month			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.06	$0.06	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.06	$0.06		Us Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

12 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.049	$0.049	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.049	$0.049		US Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

24 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.440	$0.440	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.440	$0.440		US Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

36 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.029	$0.029	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.035	$0.035		US Virgin Islands	$0.11
Canada 8XX	$0.13	$0.13		Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	$0.123	$0.423	$0.179	$0.328	$0.365
AK & HI	$0.490	$0.625	$0.625	$0.487	$0.524
Canada	$0.294	$1.170	$0.412	$0.362	$0.399
PR & USVI	$0.211	$0.575	$0.679	$0.377	$0.414

Service: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duration of each call is rated in 6 second increments. Inbound Toll Free Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-Shore and International calls will vary depending on destination/country called. Calling card rates are based upon origination and termination points of the

Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-9898.

BUCKEYE TeleSystem

Telecommunications Master Service Agreement

New ☑
Renewal ☐
Move/Transfer ☐

Date _____

Quote was generated on this date and is valid for 30 days

Customer _____
Svc Address _____
Floor
City/State _____
Zip _____

Bill Name _____
Sec Bill Name _____
Bill Address _____
Flr/Room
City/State _____
Zip _____

Customer Contact
Contact Tel # _____

Billing Contact _____
Contact Tel # _____

Tax Exempt? No
Build Required? Yes

Switched Local Services	Monthly Unit	Qty	Monthly Total
Essential Lines	$ 21.95	11	$ 241.45
Monthly Total/Switched			$ 241.45
Monthly Total/Switched/Facility/Internet			**$ 381.44**
Non Reoccurring Charges			Waived

Schedule		Term
Switched Local Services		36 Month
Additional Schedules	**Attach**	**Term**
National Services	X	36 Month
Facility Services	X	36 Month
Internet Services	X	36 Month

Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below agrees to the individual terms and pricing in the attached schedules.

_____ _____

Authorized Customer Representative

_____ _____
Title **Title**

_____ _____
Date **Date**

The information contained herein is confidential and proprietary and should not be disclosed.

4

Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:
If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:
A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
(C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
(D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.

BUCKEYE TeleSystem

Schedule 2: National Switched Voice Services

36 Month Agreement

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.029	$0.029	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.035	$0.035		US Virgin Islands	$0.11
Canada 8XX	$0.13	$0.13		Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	$0.123	$0.423	$0.179	$0.328	$0.365
AK & HI	$0.490	$0.625	$0.625	$0.487	$0.524
Canada	$0.294	$1.170	$0.412	$0.362	$0.399
PR & USVI	$0.211	$0.575	$0.679	$0.377	$0.414

Monthly Commitment	$0.00
Non Recurring Charges	$0.00

Customer _____

Svc Address _____

Floor _____

City/State _____

Zip _____

BUCKEYE TeleSystem

Telecommunications Master Service Agreement

New ☑
Renewal ☐
Move/Transfer ☐

Date __

Quote was generated on this date and is valid for 30 days

Customer _____
Svc Address _____
Floor
City/State _____
Zip _____

Bill Name _____
Sec Bill Name _____
Bill Address _____
Flr/Room _____
City/State
Zip

Customer Contact
Contact Tel # _____

Billing Contact _____
Contact Tel # _____

Tax Exempt? No
Build Required? No

Switched Local Services	Monthly Unit	Qty	Monthly Total
Essential Lines	$ 21.95	6	$ 131.70
Monthly Total/Switched			**$ 131.70**
Non Reoccurring Charges			Waived
Customer Acquisition Credit-One Time Credit	($131.70)	3	($395.10)

Schedule		Term
Switched Local Services		36 Month
Additional Schedules	**Attach**	**Term**
National Services	X	36 Month
Facility Services		
Internet Services		

Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature bel[illegible] the individual terms and pricing in the attached schedules.

Authorized/Customer Representative

Title **Title**

Date **Date**

The information contained herein is confidential and proprietary and should not be disclosed.

5

Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:
If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:
A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
(C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
(D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.

TeleSystem

Schedule 2: National Suit
36 Month Agreement

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.020	$0.020	Outbound +1	Puerto Rico	$0.11
Inbound 800	$0.035	$0.035		US Virgin Islands	$0.11
Canada 800	$0.13	$0.13		Alaska	$0.01
International	Canada	$0.05		Hawaii	$0.07

Calling Cards					
From: / To:	Continental US	AK & HI	PR & USVI	Guam	N Mariana IS.
Continental US	$0.123	$0.425	$0.179	$0.328	$0.365
AK & HI	$0.490	$0.625	$0.625	$0.497	$0.624
Canada	$0.294	$1.170	$0.412	$0.382	$0.399
PR & USVI	$0.211	$0.575	$0.679	$0.377	$0.414

Monthly Commitment	$0.00
Non Recurring Charges	$0.00

Customer
Svc Address
Floor 0
City/State
Zip

BUCKEYE TeleSystem®

Retail Master Service Agreement

Date

Bill Name ______________________

Sec Bill Name ______________________

Bill Address ______________________

Flr/Room ______________________

City/State ______________________

Zip ______________________

Billing Contac ______________________

Contact Te ______________________

Sales Re_

Tax Exempt: No

Schedule	Attached	Term
Switched Local Services	X	36 Months
National/Long Distance Services		
Facility Transport and Lease Space Services		
Internet Access Services		

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and the attached Service Schedule(s).
Facismile/Scanned signatures and initials shall be sufficient to bind parties to the ... :hedules.

______________________ ______________________

-sentative

Title ______________________ Title

Date ______________________ Date

The information contained herein is confidential and proprietary and should not be disclosed.

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Buckeye TeleSystem, Inc.
Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

Definitions: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Authorized	Service is to be solely consumed by the commercial business (end user) and is not for resale.
Dedicated	Long Distance Service provided via a Special Access Circuit.
Demarcation	Point at which the service provider network ends and connects with the wiring/distribution at the customer premise
FX	Foreign Exchange is a number foreign to a central office and is not provided E-911 service..
Line	Commercial Business Line or Digital/Basic Rate Interface Line level service
Master Service Agreement	Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization, Emergency Contacts, and Telephone Number Directory Information.
Monthly Recurring Charges	Monthly Charge for Service
MTSS	Minimum Telephone Service Standards as defined by State Regulatory Commissions
Non-Recurring Charges	One-Time Charge for Service
POP	Point-of-Presence for Interexchange Carrier Services
Schedule(s)	Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and additional Terms and Conditions of the Agreement.
Service(s)	Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN Extension.
Service Equipment	Any company provided equipment for the purpose of providing service.
Service Order	Physical document that describes the services purchased and to be billed to customer.
SPAM	Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
SPIT	Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
Special Access	Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.
Station	Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service
Switched	Long Distance Service provided in conjunction with Local Voice Service
Switch-less	Long Distance Service provided without Local Voice Service
Trunk	Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. **The Term begins immediately upon the service installation date, which shall also be the billing date.**

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

(A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus

(C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus

(D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

Demarcations: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

Transfer and Assignments: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

Default: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.

BUCKEYE TeleSystem

Switched Local Service Schedule

Custome _____
Svc Address _____
Floor _____
City/State _____
Zip _____
Build Required? _____

Customer Contac _____
Contact Tel # _____

Contract Type Renewal
Term of Agreement 36 Months

Acceptance of Term _____ (initial)

Service	Qty	MRC	Total	NRC
Essential Line	7	$ 21.95	$ 153.65	Waived
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
Monthly Total			$ 153.65	$ -
			$ -	

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local

Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS. This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET. OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.

BUCKEYE TeleSystem

Retail Master Service Agreement

Date

Bill Name

Sec Bill Name

Bill Address

Flr/Room

City/State

Zip

Billing Contact

Contact Tel

Sales Rep

Tax Exempt: No

Schedule	Attached	Term
Switched Local Services	X	12 Months
National/Long Distance Services	X	12 Months
Facility Transport and Lease Space Services		
Internet Access Services		

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and the attached Service Schedule(s). Facsimile/Scanned signatures and initials shall be sufficient to bind parties to the agreement a[illegible]ched

Authorized Customer Representative

Date

The information contained herein is confidential and proprietary and should not be disclosed.

Buckeye TeleSystem, Inc.
Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

Definitions: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Authorized	Service is to be solely consumed by the commercial business (end user) and is not for resale.
Dedicated	Long Distance Service provided via a Special Access Circuit.
Demarcation	Point at which the service provider network ends and connects with the wiring/distribution at the customer premise
FX	Foreign Exchange is a number foreign to a central office and is not provided E-911 service..
Line	Commercial Business Line or Digital/Basic Rate Interface Line level service
Master Service Agreement	Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization, Emergency Contacts, and Telephone Number Directory Information.
Monthly Recurring Charges	Monthly Charge for Service
MTSS	Minimum Telephone Service Standards as defined by State Regulatory Commissions
Non-Recurring Charges	One-Time Charge for Service
POP	Point-of-Presence for Interexchange Carrier Services
Schedule(s)	Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and additional Terms and Conditions of the Agreement.
Service(s)	Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN Extension.
Service Equipment	Any company provided equipment for the purpose of providing service.
Service Order	Physical document that describes the services purchased and to be billed to customer.
SPAM	Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
SPIT	Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
Special Access	Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.
Station	Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service
Switched	Long Distance Service provided in conjunction with Local Voice Service
Switch-less	Long Distance Service provided without Local Voice Service
Trunk	Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. **The Term begins immediately upon the service installation date, which shall also be the billing date.**

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

(A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus

(C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus

(D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

Demarcations: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

Transfer and Assignments: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

Default: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.

BUCKEYE TeleSystem

Switched Local Service Schedule

Customer
Svc Addres
Floor
City/State
Zip
Build Required?

Customer Contac
Contact Tel #

Contract Type New
Term of Agreement 12 Months

Acceptance of Term .al)

Service	Qty	MRC	Total	NRC
Essential Business Line	1	$ 25.95	$ 25.95	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
Monthly Total			$ 25.95	$ -
			$ -	

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local

Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS. This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.

BUCKEYE TeleSystem

National/Long Distance Service Schedule

Customer
Svc Address
Floor
City/State
Zip

Customer Contac
Contact Tel #

Contract Type New
Term of Agreement 12 Months

Monthly Commitment	$0.00
Non Reoccurring Charges	$0.00

Month-to-Month			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.06	$0.06	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.06	$0.06		Us Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

12 Months			Acceptance of Term:	Initia	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.029	$0.029	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.049	$0.049		US Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

24 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.029	$0.029	Outbound +1	Puerto Rico	1
Inbound 8xx	$0.440	$0.440		US Virgin Isla	1
				Alas	1
International	Canada	$0.05		Haw	7

36 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.029	$0.029	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.035	$0.035		US Virgin Islands	$0.11
Canada 8XX	$0.13	$0.13		Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

Calling Cards						
From: / To:	Continental US	AK& HI		PR & USVI	Guam	N Mariana IS.
Continental US	$0.123	$0.423		$0.179	$0.328	$0.365
AK & HI	$0.490	$0.625		$0.625	$0.487	$0.524
Canada	$0.294	$1.170		$0.412	$0.362	$0.399
PR & USVI	$0.211	$0.575		$0.679	$0.377	$0.414

Service: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duration of each call is rated in 6 second increments. Inbound Toll Free Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-Shore and International calls will vary depending on destination/country called. Calling card rates are based upon origination and termination
Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-9898.

BUCKEYE TeleSystem

Retail Master Service Agreement

Date _

Bill Nam _____

Sec Bill Name _____

Bill Addres _____

Flr/Roo _____

City/Stat _____

Zi _____

Billing Contac _____

Contact Tel # _____

Sales Re

Tax Exempt: No

Schedule	Attached	Term
Switched Local Services	X	12 Months
National/Long Distance Services	X	12 Months
Facility Transport and Lease Space Services		
Internet Access Services		

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and the attached Service Schedule(s).
Facismile and Scanned signatures and initials shall be sufficient to bind parties to the agreement and schedules.

Customer Representative

Title

Date

Date

The information contained herein is confidential and proprietary and should not be disclosed.

Buckeye TeleSystem, Inc.
Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

Definitions: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Authorized	Service is to be solely consumed by the commercial business (end user) and is not for resale.
Dedicated	Long Distance Service provided via a Special Access Circuit.
Demarcation	Point at which the service provider network ends and connects with the wiring/distribution at the customer premise
FX	Foreign Exchange is a number foreign to a central office and is not provided E-911 service..
Line	Commercial Business Line or Digital/Basic Rate Interface Line level service
Master Service Agreement	Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization, Emergency Contacts, and Telephone Number Directory Information.
Monthly Recurring Charges	Monthly Charge for Service
MTSS	Minimum Telephone Service Standards as defined by State Regulatory Commissions
Non-Recurring Charges	One-Time Charge for Service
POP	Point-of-Presence for Interexchange Carrier Services
Schedule(s)	Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and additional Terms and Conditions of the Agreement.
Service(s)	Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN Extension.
Service Equipment	Any company provided equipment for the purpose of providing service.
Service Order	Physical document that describes the services purchased and to be billed to customer.
SPAM	Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
SPIT	Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
Special Access	Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.
Station	Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service
Switched	Long Distance Service provided in conjunction with Local Voice Service
Switch-less	Long Distance Service provided without Local Voice Service
Trunk	Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. **The Term begins immediately upon the service installation date, which shall also be the billing date.**

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

(A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus

(C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus

(D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

Demarcations: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

Transfer and Assignments: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

Default: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.

BUCKEYE TeleSystem

Switched Local Service Schedule

Customer _____
Svc Addres _____
Floo _____
City/Sta _____
Zip _____
Build Required? _____

Customer Conta _____
Contact Te _____

Contract Typ _____
Term of Agreemer _____

Acceptance of Term _____ ial)

Service	Qty	MRC	Total	NRC
Essential Lines	2	$ 26.95	$ 53.90	Waived
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
Monthly Total			$ 53.90	$ -
			$ -	

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local

Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS. This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.

BUCKEYE TeleSystem

National/Long Distance Service Schedule

Custom
Svc Address 5
Floor
City/State
Zip

Contract Type New
Term of Agreement 12 Months

Customer Contac
Contact Tel

Monthly Commitment	$0.00
Non Reoccurring Charges	$0.00

Month-to-Month					Initial	
Domestic	Intrastate	Interstate		Off Shore		
Outbound 1+	$0.029	$0.029		Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.035	$0.035			Us Virgin Islands	$0.11
					Alaska	$0.51
International	Canada	$0.05			Hawaii	$0.07

12 Months					Initial	
Domestic	Intrastate	Interstate		Off Shore		
Outbound 1+	$0.029	$0.029		Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.035	$0.035			US Virgin Islands	$0.11
					Alaska	$0.51
International	Canada	$0.05			Hawaii	$0.07

24 Months					Initial	
Domestic	Intrastate	Interstate		Off Shore		
Outbound 1+	$0.029	$0.029		Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.035	$0.035			US Virgin Islands	$0.11
					Alaska	$0.51
International	Canada	$0.05			Hawaii	$0.07

36 Months					Initial	
Domestic	Intrastate	Interstate		Off Shore		
Outbound 1+	$0.029	$0.029		Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.035	$0.035			US Virgin Islands	$0.11
Canada 8XX	$0.13	$0.13			Alaska	$0.51
International	Canada	$0.05			Hawaii	$0.07

Calling Cards						
From: / To:	Continental US	AK& HI		PR & USVI	Guam	N Mariana IS.
Continental US	$0.123	$0.423		$0.179	$0.328	$0.365
AK & HI	$0.490	$0.625		$0.625	$0.487	$0.524
Canada	$0.294	$1.170		$0.412	$0.362	$0.399
PR & USVI	$0.211	$0.575		$0.679	$0.377	$0.414

Service: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duration of each call is rated in 6 second increments. Inbound Toll Free Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-Shore and International calls will vary depending on destination/country called. Calling card rates are based upon origination and termination
Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-9898.

BUCKEYE TeleSystem

Telecommunications Master Service Agreement

New ☐
Renewal ☑
Move/Transfer ☐

Date _____

Quote was generated on this date and is valid for 30 days

Customer
Svc Address
Floor
City/State
Zip

Bill Name
Sec Bill Name
Bill Address
Flr/Room
City/State
Zip

Customer Contact
Contact Tel #

Billing Contact
Contact Tel #

Tax Exempt
Build Required

Switched Local Services	Monthly Unit	Qty	Monthly Total
Analog Centrex Station	$ 15.00	4	$ 60.00
Centrex System Feature Charge Waived ($43.00)	$ -	1	$ -
School Flat Rate Plan	$ 3.50	4	$ 14.00
Monthly Total/Switched			$ 74.00
Monthly Total/Switched/Facility			**$ 324.99**
Non Reoccurring Charges			Waived

Schedule		Term
Switched Local Services		36 Month
Additional Schedules	**Attach**	**Term**
National Services	X	36 Month
Facility Services	X	36 Month
Internet Services		

NOTE: EFFECTIVE DATE OF AGREEMENT 07/01/08

Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below agrees to the individual terms and pricing in the attached schedules.

Business Manager

Date **Date**

The information contained herein is confidential and proprietary and should not be disclosed.

Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:
If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:
A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
(C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
(D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

Special Provisions (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Hazardous Substances Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

Standard of Service Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.

BUCKEYE TeleSystem

Schedule 2: National Swit[illegible] Services

36 Month Agreemen[illegible] [illegible]ual)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

Domestic	Intrastate	Interstate	**Off Shore**		
Outbound 1+	$0.029	$0.029	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.035	$0.035		US Virgin Islands	$0.11
Canada 8XX	$0.13	$0.13		Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

Calling Cards					
From: / To:	**Continental US**	**AK& HI**	**PR & USVI**	**Guam**	**N Mariana IS.**
Continental US	$0.123	$0.423	$0.179	$0.328	$0.365
AK & HI	$0.490	$0.625	$0.625	$0.487	$0.524
Canada	$0.294	$1.170	$0.412	$0.362	$0.399
PR & USVI	$0.211	$0.575	$0.679	$0.377	$0.414

Monthly Commitment	$0.00
Non Recurring Charges	$0.00

Customer _____

Svc Address _____

Floor _____

City/State _____

Zip _____

BUCKEYE TeleSystem

Retail Master Service Agreement

Date _____

Bill Name _____

Sec Bill Name _____

Bill Address _____

Flr/Room _____

City/State _____

Zip _____

Billing Contact _____

Contact Tel # _____

Sales Rep _____ Tax Exempt: No _____

Schedule	Attached	Term
Switched Local Services	X	24 Months
National/Long Distance Services	X	24 Months
Facility Transport and Lease Space Services		
Internet Access Services		

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and the attached Service Schedule(s). Facsimile/Scanned signatures and initials shall be sufficient to bind parties to the agreement and schedules.

_____ Representative

_____ Title

_____ Date

_____ Date

The information contained herein is confidential and proprietary and should not be disclosed.

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Buckeye TeleSystem, Inc.
Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

Definitions: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Authorized	Service is to be solely consumed by the commercial business (end user) and is not for resale.
Dedicated	Long Distance Service provided via a Special Access Circuit.
Demarcation	Point at which the service provider network ends and connects with the wiring/distribution at the customer premise
FX	Foreign Exchange is a number foreign to a central office and is not provided E-911 service..
Line	Commercial Business Line or Digital/Basic Rate Interface Line level service
Master Service Agreement	Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization, Emergency Contacts, and Telephone Number Directory Information.
Monthly Recurring Charges	Monthly Charge for Service
MTSS	Minimum Telephone Service Standards as defined by State Regulatory Commissions
Non-Recurring Charges	One-Time Charge for Service
POP	Point-of-Presence for Interexchange Carrier Services
Schedule(s)	Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and additional Terms and Conditions of the Agreement.
Service(s)	Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN Extension.
Service Equipment	Any company provided equipment for the purpose of providing service.
Service Order	Physical document that describes the services purchased and to be billed to customer.
SPAM	Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
SPIT	Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
Special Access	Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.
Station	Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service
Switched	Long Distance Service provided in conjunction with Local Voice Service
Switch-less	Long Distance Service provided without Local Voice Service
Trunk	Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. **The Term begins immediately upon the service installation date, which shall also be the billing date.**

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

(A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus

(C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus

(D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

Demarcations: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

Transfer and Assignments: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

Default: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.

BUCKEYE TeleSystem

Switched Local Service Schedule

Customer
Svc Address
Floor
City/State
Zip
Build Required?

Customer Contact
Contact Tel #

Contract Type New
Term of Agreement 24 Months

Acceptance of Term _____ (initial)

Please Initial X

Service	Qty	MRC	Total	NRC
Business Line/Message Rate*	1	$ 20.00	$ 20.00	Waived
Essential Line	2	$ 25.95	$ 51.90	Waived
*Message Rate billed at $0.07 per call				
Monthly Total			$ 71.90	Waived

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local

Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS. This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.

BUCKEYE TeleSystem

National/Long Distance Service Schedule

Customer
Svc Address
Floor
City/State
Zip

Contract Type New
Term of Agreement 24 Months

Customer Contact
Contact Tel

Monthly Commitment	$0.00
Non Reoccurring Charges	$0.00

Month-to-Month				Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate		Off Shore		
Outbound 1+	$0.06	$0.06		Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.06	$0.06			Us Virgin Islands	$0.11
					Alaska	$0.51
International	Canada	$0.05			Hawaii	$0.07

12 Months				Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate		Off Shore		
Outbound 1+	$0.049	$0.049		Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.049	$0.049			US Virgin Islands	$0.11
					Alaska	$0.51
International	Canada	$0.05			Hawaii	$0.07

24 Months				Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate		Off Shore		
Outbound 1+	$0.044	$0.044		Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.044	$0.404			US Virgin Islands	$0.11
					Alaska	$0.51
International	Canada	$0.05			Hawaii	$0.07

Please Initial

36 Months				Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate		Off Shore		
Outbound 1+	$0.029	$0.029		Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.035	$0.035			US Virgin Islands	$0.11
Canada 8XX	$0.13	$0.13			Alaska	$0.51
International	Canada	$0.05			Hawaii	$0.07

Calling Cards						
From: / To:	Continental US	AK& HI		PR & USVI	Guam	N Mariana IS.
Continental US	$0.123	$0.423		$0.179	$0.328	$0.365
AK & HI	$0.490	$0.625		$0.625	$0.487	$0.524
Canada	$0.294	$1.170		$0.412	$0.362	$0.399
PR & USVI	$0.211	$0.575		$0.679	$0.377	$0.414

Service: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duration of each call is rated in 6 second increments. Inbound Toll Free Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-Shore and International calls will vary depending on destination/country called. Calling card rates are based upon origination and termination
Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the Initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-9898.

BUCKEYE TeleSystem

Retail Master Service Agreement

Date _____

Bill Nam _____

Sec Bill Name _____

Bill Address _____

Flr/Room _____

City/Stat _____

Zip _____

Billing Contact _____

Contact Tel # _____

Sales Rep _____

Tax Exempt: No

Schedule	Attached	Term
Switched Local Services	X	36 Months
National/Long Distance Services		
Facility Transport and Lease Space Services		
Internet Access Services		

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and the attached Service Schedule(s). Facismile/Scanned signatures and initials shall be sufficient to bind parties to the agreement

_____

_____ _____

_____ _____

Title

_____ _____

Date

The information contained herein is confidential and proprietary and should not be disclosed.

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Buckeye TeleSystem, Inc.
Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

Definitions: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Authorized	Service is to be solely consumed by the commercial business (end user) and is not for resale.
Dedicated	Long Distance Service provided via a Special Access Circuit.
Demarcation	Point at which the service provider network ends and connects with the wiring/distribution at the customer premise
FX	Foreign Exchange is a number foreign to a central office and is not provided E-911 service..
Line	Commercial Business Line or Digital/Basic Rate Interface Line level service
Master Service Agreement	Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization, Emergency Contacts, and Telephone Number Directory Information.
Monthly Recurring Charges	Monthly Charge for Service
MTSS	Minimum Telephone Service Standards as defined by State Regulatory Commissions
Non-Recurring Charges	One-Time Charge for Service
POP	Point-of-Presence for Interexchange Carrier Services
Schedule(s)	Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and additional Terms and Conditions of the Agreement.
Service(s)	Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN Extension.
Service Equipment	Any company provided equipment for the purpose of providing service.
Service Order	Physical document that describes the services purchased and to be billed to customer.
SPAM	Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
SPIT	Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
Special Access	Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.
Station	Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service
Switched	Long Distance Service provided in conjunction with Local Voice Service
Switch-less	Long Distance Service provided without Local Voice Service
Trunk	Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. **The Term begins immediately upon the service installation date, which shall also be the billing date.**

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Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

(A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus

(C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus

(D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

Demarcations: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

72w

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

Transfer and Assignments: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

Default: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.

72w

BUCKEYE TeleSystem

Switched Local Service Schedule

Custom
Svc Addres
Floor
City/State
Zip
Build Required?

Customer Contac
Contact Tel #

Contract Type Renewal
Term of Agreement 36 Months

Acceptance of Ter (initial)

Service	Qty	MRC	Total	NRC
ISDN PRI Package/Voice/Flat Rae (incl in price)	1	$ 415.00	$ 415.00	Waived
DS-1 Link (transport for PRI)	1	$ 180.00	$ 180.00	Waived
PRI Caller ID Number & Name	1	$ 65.00	$ 65.00	Waived
Business Line/Message Rate*	1	$ 19.50	$ 19.50	Waived
*Message Rate billed at $0.07 per call				
Monthly Total			$ 679.50	Waived

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local

Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS. This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO EMERGENCY 911 SERVICE.

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.

BUCKEYE TeleSystem

Retail Master Service Agreement

Date _____

Bill Name _____

Sec Bill Name _____

Bill Address _____

Flr/Room _____

City/State _____

Zip _____

Billing Contact _____

Contact Tel # _____

Sales Rep _____

Tax Exempt: No

Schedule	Attached	Term
Switched Local Services	X	36 Months
National/Long Distance Services	X	36 Months
Facility Transport and Lease Space Services	X	36 Months
Internet Access Services	X	36 Months

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and the attached Service Schedule(s). Facsimile/Scanned signatures and initials shall be sufficient to bind parties to the agreement and schedules.

_____ Representative

_____ Date

_____ Date

The information contained herein is confidential and proprietary and should not be disclosed

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Buckeye TeleSystem, Inc.
Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

Definitions: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Authorized	Service is to be solely consumed by the commercial business (end user) and is not for resale.
Dedicated	Long Distance Service provided via a Special Access Circuit.
Demarcation	Point at which the service provider network ends and connects with the wiring/distribution at the customer premise
FX	Foreign Exchange is a number foreign to a central office and is not provided E-911 service..
Line	Commercial Business Line or Digital/Basic Rate Interface Line level service
Master Service Agreement	Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization, Emergency Contacts, and Telephone Number Directory Information.
Monthly Recurring Charges	Monthly Charge for Service
MTSS	Minimum Telephone Service Standards as defined by State Regulatory Commissions
Non-Recurring Charges	One-Time Charge for Service
POP	Point-of-Presence for Interexchange Carrier Services
Schedule(s)	Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and additional Terms and Conditions of the Agreement.
Service(s)	Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN Extension.
Service Equipment	Any company provided equipment for the purpose of providing service.
Service Order	Physical document that describes the services purchased and to be billed to customer.
SPAM	Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
SPIT	Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
Special Access	Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.
Station	Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service
Switched	Long Distance Service provided in conjunction with Local Voice Service
Switch-less	Long Distance Service provided without Local Voice Service
Trunk	Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. **The Term begins immediately upon the service installation date, which shall also be the billing date.**

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

(A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus

(C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus

(D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

Demarcations: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

Transfer and Assignments: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

Default: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.

BUCKEYE TeleSystem

Switched Local Service Schedule

Customer
Svc Address
Floor
City/State
Zip
Build Required?

Contract Type Renewal
Term of Agreement 36 Months

Acceptance of Term _____ (initial)

Customer Contact
Contact Tel #

Service	Qty	MRC	Total	NRC
Essential Line	6	$ 21.95	$ 131.70	Waived
[Essential line includes rollover features, caller id				
with name, call forward variable and virtually				
unlimited local calling (5000 minutes/line)]				
Monthly Total			$ 131.70	Waived

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local

Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer.

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS. This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By Initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898

BUCKEYE TeleSystem

National/Long Distance Service Schedule

Customer ____
Svc Address ____
Floor
City/State ____
Zip

Customer Contact ____
Contact Tel # ____

Contract Type Renewal
Term of Agreement 36 Months

Monthly Commitment	$0.00
Non Reoccurring Charges	$0.00

Month-to-Month			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.06	$0.06	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.06	$0.06		US Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

12 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.049	$0.049	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.049	$0.049		US Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

24 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.440	$0.440	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.440	$0.440		US Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

36 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.029	$0.029	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.035	$0.035		US Virgin Islands	$0.11
Canada 8XX	$0.13	$0.13		Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	$0.123	$0.423	$0.179	$0.328	$0.365
AK & HI	$0.490	$0.625	$0.625	$0.487	$0.524
Canada	$0.294	$1.170	$0.412	$0.362	$0.399
PR & USVI	$0.211	$0.575	$0.679	$0.377	$0.414

Service: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service Outbound Long Distance is Continental/Domestic In-state and state-to-state calling only. Duration of each call is rated in 6 second increments Inbound Toll Free Long Distance is Continental/Domestic In-state and state-to-state calling Outbound Off-Shore and International calls will vary depending on destination/country called. Calling card rates are based upon origination and termination Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-telesystem.com They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-9898

BUCKEYE TeleSystem

Retail Master Service Agreement

Date _____

Bill Name _____

Sec Bill Name _____

Bill Address _____

Flr/Room _____

City/State _____

Zip _____

Billing Contact _____

Contact Tel: _____

Sales Rep _____

Tax Exempt: No

Schedule	Attached	Term
Switched Local Services	X	36 Months
National/Long Distance Services	X	36 Months
Facility Transport and Lease Space Services	X	36 Months
Internet Access Services	X	36 Months

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and the attached Service Schedule(s). Facsimile/Scanned signatures and initials shall be sufficient to bind parties to the agreem

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_____ itle

_____ Date

_____ Date

The information contained herein is confidential and proprietary and should not be disclosed

Buckeye TeleSystem, Inc.
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Master Service Agreement	Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization, Emergency Contacts, and Telephone Number Directory Information.
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General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

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Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

(A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus

(C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus

(D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

Demarcations: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

Transfer and Assignments: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

Default: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.

Buckeye TeleSystem

Switched Local Service Schedule

Customer
Svc Address
Floor
City/State
Zip
Build Required?

Customer Contact
Contact Tel #

Contract Type Renewal
Term of Agreement 36 Months

Acceptance of Term ' ' (Initial)

Service	Qty	MRC	Total	NRC
Essential Lines	18	$ 21.95	$ 395.10	Waived
[Essential line includes rollover features, caller id with name, call forward variable and virtually unlimited local calling (5000 minutes/line)]				
Monthly Total			$ 395.10	Waived

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 6, MPSC No 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use Any other use may result in discontinuance of service Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local

Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule The Term begins immediately upon the service installation date, which shall also be the billing date If, following the completion of the initial Term or any renewal Term in a multi year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment This equipment is not to be used for any other customer equipment Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www buckeye-telesystem com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9998

BUCKEYE TeleSystem

National/Long Distance Service Schedule

Customer
Svc Address
Floor
City/State
Zip

Customer Contact
Contact Tel

Contract Type Renewal
Term of Agreement 36 Months

Monthly Commitment	$0.00
Non Reoccurring Charges	$0.00

Month-to-Month				Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate		Off Shore		
Outbound 1+	$0.06	$0.06		Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.06	$0.06			Us Virgin Islands	$0.11
					Alaska	$0.51
International	Canada	$0.05			Hawaii	$0.07

12 Months				Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate		Off Shore		
Outbound 1+	$0.049	$0.049		Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.049	$0.049			US Virgin Islands	$0.11
					Alaska	$0.51
International	Canada	$0.05			Hawaii	$0.07

24 Months				Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate		Off Shore		
Outbound 1+	$0.440	$0.440		Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.440	$0.440			US Virgin Islands	$0.11
					Alaska	$0.51
International	Canada	$0.05			Hawaii	$0.07

36 Months				Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate		Off Shore		
Outbound 1+	$0.029	$0.029		Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.035	$0.035			US Virgin Islands	$0.11
Canada 8XX	$0.13	$0.13			Alaska	$0.51
International	Canada	$0.05			Hawaii	$0.07

Calling Cards						
From: / To:	Continental US	AK& HI		PR & USVI	Guam	N Mariana IS.
Continental US	$0.123	$0.423		$0.179	$0.328	$0.365
AK & HI	$0.490	$0.625		$0.625	$0.487	$0.524
Canada	$0.294	$1.170		$0.412	$0.362	$0.399
PR & USVI	$0.211	$0.575		$0.679	$0.377	$0.414

Service. Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duration of each call is rated in 6 second increments. Inbound Toll Free Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-Shore and International calls will vary depending on destination/country called. Calling card rates are based upon origination and termination Term. Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-9898

BUCKEYE TeleSystem

Retail Master Service Agreement

Date _____

Bill Name _____

Sec Bill Name _____

Bill Address _____

Flr/Room _____

City/State _____

Zi _____

Billing Contact _____

Contact Tel # _____

Sales Rep _____

Tax Exempt: No

Schedule	Attached	Term
Switched Local Services	X	36 Months
National/Long Distance Services	X	36 Months
Facility Transport and Lease Space Services	X	36 Months
Internet Access Services	X	36 Months

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and the attached Service Schedule(s). Facsimile/Scanned signatures and initials shall be sufficient to bind parties to the agreeme

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Date

Date

The information contained herein is confidential and proprietary and should not be disclosed

Buckeye TeleSystem, Inc.
Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

Definitions: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Authorized	Service is to be solely consumed by the commercial business (end user) and is not for resale.
Dedicated	Long Distance Service provided via a Special Access Circuit.
Demarcation	Point at which the service provider network ends and connects with the wiring/distribution at the customer premise
FX	Foreign Exchange is a number foreign to a central office and is not provided E-911 service..
Line	Commercial Business Line or Digital/Basic Rate Interface Line level service
Master Service Agreement	Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization, Emergency Contacts, and Telephone Number Directory Information.
Monthly Recurring Charges	Monthly Charge for Service
MTSS	Minimum Telephone Service Standards as defined by State Regulatory Commissions
Non-Recurring Charges	One-Time Charge for Service
POP	Point-of-Presence for Interexchange Carrier Services
Schedule(s)	Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and additional Terms and Conditions of the Agreement.
Service(s)	Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN Extension.
Service Equipment	Any company provided equipment for the purpose of providing service.
Service Order	Physical document that describes the services purchased and to be billed to customer.
SPAM	Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
SPIT	Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
Special Access	Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.
Station	Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service
Switched	Long Distance Service provided in conjunction with Local Voice Service
Switch-less	Long Distance Service provided without Local Voice Service
Trunk	Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. **The Term begins immediately upon the service installation date, which shall also be the billing date.**

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

(A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus

(C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus

(D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

Demarcations: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

Transfer and Assignments: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

Default: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.

TeleSystem

Switched Local Service Schedule

Customer
Svc Address
Floor
City/State
Zip
Build Required?

Customer Contact
Contact Tel

Contract Type New
Term of Agreement 36 Months

Acceptance of Term (Initial)

Service	Qty	MRC	Total	NRC
Essential Line	5	$ 21.95	$ 109.75	Waived
[Essential line includes rollover features, caller id				
with name, call forward variable and virtually				
unlimited local calling (5000 minutes/line)]				
Monthly Total			$ 109.75	Waived

Service Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local

Term Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS Customer may contact Buckeye TeleSystem for current options for replacement of the UPS This paragraph is not a warranty

E-911. CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com They are authorized to make this decision on behalf of the customer, and agreed to be bound by them Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9888

BUCKEYE TeleSystem

National/Long Distance Service Schedule

Customer
Svc Address
Floor
City/State
Zip

Customer Contac
Contact Tel

Contract Type New
Term of Agreement 36 Months

Monthly Commitment	$0.00
Non Reoccurring Charges	$0.00

Month-to-Month			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.06	$0.06	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.06	$0.06		US Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

12 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.049	$0.049	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.049	$0.049		US Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

24 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.440	$0.440	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.440	$0.440		US Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

36 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.029	$0.029	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.035	$0.035		US Virgin Islands	$0.11
Canada 8XX	$0.13	$0.13		Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	$0.123	$0.423	$0.179	$0.328	$0.365
AK & HI	$0.490	$0.625	$0.625	$0.487	$0.524
Canada	$0.294	$1.170	$0.412	$0.362	$0.399
PR & USVI	$0.211	$0.575	$0.679	$0.377	$0.414

Service: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duration of each call is rated in 6 second increments. Inbound Toll Free Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-Shore and International calls will vary depending on destination/country called. Calling card rates are based upon origination and termination. Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-9898.

BUCKEYE TeleSystem

Retail Master Service Agreement

Date _____

Bill Name _____

Sec Bill Name _____

Bill Address _____

Flr/Room _____

City/State _____

Zip _____

Billing Contac _____

Contact Tel # _____

Sales Rep _____

Tax Exempt: No

Schedule	Attached	Term
Switched Local Services	X	36 Months
National/Long Distance Services	X	36 Months
Facility Transport and Lease Space Services		
Internet Access Services	X	36 Months

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and the attached Service Schedule(s). Facismile/Scanned signatures and initials shall be sufficient to bind parties to the agreement and schedules.

Authorized Customer Representative _____

Title _____

Date _____

Date _____

The information contained herein is confidential and proprietary and should not be disclosed.

Buckeye TeleSystem, Inc.
Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

Definitions: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Authorized	Service is to be solely consumed by the commercial business (end user) and is not for resale.
Dedicated	Long Distance Service provided via a Special Access Circuit.
Demarcation	Point at which the service provider network ends and connects with the wiring/distribution at the customer premise
FX	Foreign Exchange is a number foreign to a central office and is not provided E-911 service..
Line	Commercial Business Line or Digital/Basic Rate Interface Line level service
Master Service Agreement	Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization, Emergency Contacts, and Telephone Number Directory Information.
Monthly Recurring Charges	Monthly Charge for Service
MTSS	Minimum Telephone Service Standards as defined by State Regulatory Commissions
Non-Recurring Charges	One-Time Charge for Service
POP	Point-of-Presence for Interexchange Carrier Services
Schedule(s)	Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and additional Terms and Conditions of the Agreement.
Service(s)	Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN Extension.
Service Equipment	Any company provided equipment for the purpose of providing service.
Service Order	Physical document that describes the services purchased and to be billed to customer.
SPAM	Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
SPIT	Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
Special Access	Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.
Station	Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service
Switched	Long Distance Service provided in conjunction with Local Voice Service
Switch-less	Long Distance Service provided without Local Voice Service
Trunk	Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. **The Term begins immediately upon the service installation date, which shall also be the billing date.**

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

(A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus

(C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus

(D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

Demarcations: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

Transfer and Assignments: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

Default: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.

BUCKEYE TeleSystem

Switched Local Service Schedule

Customer _____
Svc Address _____
Floor _____
City/State _____
Zip _____
Build Required? ___

Customer Contact _____
Contact Tel # _____

Contract Type New
Term of Agreement 36 Months

Acceptance of Term ___ (initial)

Service	Qty	MRC	Total	NRC
Business Line / Message Rate*	1	$ 17.50	$ 17.50	Waived
*Message Rate billed at $0.07				
Monthly Total			$ 17.50	Waived

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local

Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS. This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET. OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.

BUCKEYE TeleSystem

National/Long Distance Service Schedule

Custome.
Svc Address
Floor
City/State
Zip

Contract Type New
Term of Agreement 36 Months

Customer Contact
Contact Tel #

Monthly Commitment	$0.00
Non Reoccurring Charges	$0.00

Month-to-Month			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.06	$0.06	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.06	$0.06		Us Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

12 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.049	$0.049	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.049	$0.049		US Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

24 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.440	$0.440	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.440	$0.440		US Virgin Islands	$0.11
				Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

36 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.029	$0.029	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.035	$0.035		US Virgin Islands	$0.11
Canada 8XX	$0.13	$0.13		Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

Calling Cards						
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Marlana IS.
Continental US	$0.123	$0.423	$0.179	$0.328	$0,365
AK & HI	$0.490	$0.625	$0.625	$0.487	$0.524
Canada	$0.294	$1.170	$0.412	$0.362	$0.399
PR & USVI	$0.211	$0.575	$0.679	$0.377	$0.414

Service: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duration of each call is rated in 6 second increments. Inbound Toll Free Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-Shore and International calls will vary depending on destination/country called. Calling card rates are based upon origination and

Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

By initiating, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-9898.

BUCKEYE TeleSystem

Telecommunications Master Service Agreement

Date _____

Quote was generated on this date and is valid for 30 days

New ☑
Renewal ☐
Move/Transfer ☐

Customer _____
Svc Address _____
Floor _____
City/State _____
Zip _____

Bill Name _____
Sec Bill Name _____
Bill Address _____
Flr/Room _____
City/State _____
Zip _____

Customer Contact _____
Contact Tel # _____

Billing Contact _____
Contact Tel # _____

Tax Exempt? _____
Build Required? _____

Switched Local Services	Monthly Unit	Qty	Monthly Total
Centrex Standard System Features	$ 43.00	1	$ 43.00
Analog Centrex Station	$ 15.00	8	$ 120.00
Flat Rate Usage	$ 6.75	8	$ 54.00
Monthly Total/Switched			$ 217.00
Monthly Total/Switched/Facility			**$ 627.00**
Non Reoccurring Charges			Waived

Schedule		Term
Switched Local Services		36 Month
Additional Schedules	**Attach**	**Term**
National Services	X	36 Month
Facility Services	X	36 Month
Internet Services		

Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below, agrees to the individual terms and pricing in the attached schedules

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

Date Date

The information contained herein is confidential and proprietary and should not be disclosed.

Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:
If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:
A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
(C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
(D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.

BUCKEYE TeleSystem

Schedule 2: National Switched/[illegible] Services

36 Month Agreement (Initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	$0.029	$0.029	Outbound +1	Puerto Rico	$0.11
Inbound 8xx	$0.035	$0.035		US Virgin Islands	$0.11
Canada 8XX	$0.13	$0.13		Alaska	$0.51
International	Canada	$0.05		Hawaii	$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	$0.123	$0.423	$0.179	$0.328	$0.365
AK & HI	$0.490	$0.625	$0.625	$0.487	$0.524
Canada	$0.294	$1.170	$0.412	$0.362	$0.399
PR & USVI	$0.211	$0.575	$0.679	$0.377	$0.414

Monthly Commitment	$0.00
Non Recurring Charges	$0.00

Customer _____

Svc Address _____

Floor _____

City/State _____

Zip _____

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Summary: Application Telecommunications Application and 16 Contracts electronically filed by Stephen M Howard on behalf of Buckeye Telesystem, Inc.